

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Quinn Gillespie & Associates, LLC	2. Registration No. 5753
3. Name of Foreign Principal Government of the Republika Srpska	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The performance of the above-mentioned agreement is set forth in the attached Annex to the Memorandum of Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the attached Annex to the Memorandum of Agreement, which extends an existing representation, the registrant will, on behalf of the Government of the Republika Srpska, brief U.S. government policymakers, develop a comprehensive U.S. media strategy, oversee government relations strategy with respect to the European Union and the United Nations, and develop communications strategies.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities on behalf of the foreign principal, as described in the attached Annex to the Memorandum of Agreement, may include communications with Executive Branch officials, Members of Congress and congressional staff, advocacy organizations and opinion leaders.

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Date of Exhibit B	Name and Title	Signature
1/29/2010	Jack Quinn, Chairman	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, powers, or relations of a government of a foreign country or a foreign political party.

ANNEX II

**to Memorandum of Agreement between Quinn Gillespie & Associates LLC ("QGA")
and the Government of Republika Srpska, no. 04/1-2058/07, dated 24.12.2007.**

Article 1

The parties agreed to extend validity of Memorandum of Agreement (from hereon referred to as: "Memorandum") between QGA and the Government of Republika Srpska for another 12 months, i.e. that it will be valid until 31.12.2010.

Article 2

In the article 2 of Memorandum (Fee Amount, Expenses, and Payment Schedule), section 1 is changed as follows:

- Instead: USD\$106,000 (one hundred six thousand U.S. dollars); the section will read: USD\$90,000 (ninety thousand U.S. dollars)
- Instead: USD\$16,600 (sixteen thousand six hundred U.S. dollars) ; the section will read: USD\$16,000 (sixteen thousand U.S. dollars)
- Instead: USD\$122,600 (one hundred twenty-two thousand six hundred U.S. dollars); the section will read: USD\$106,000 (one hundred and six thousand U.S. dollars)

Article 3

Parties agreed to add a new article to the Memorandum. The new article shall become an integral part of the Memorandum and reads as follows:

"QGA is hereby obliged to provide publishing of at least three (3) media titles in U.S. media outlets each month. This can include public statements, topic specific articles, opinion editorials, or letters to editors in media like: *The Washington Post*, *The Washington Times*, *The New York Times*, *The Wall Street Journal*, *USA Today*, *The L.A. Times*, *The Chicago Tribune*, *AOL Money News*, *The Examiner*, *Reuters*, *Yahoo!* *Politics*, *The Washington Business Journal*, or other media outlets whose reputation is not lesser than that of the media listed above.

QGA is hereby obliged to submit monthly reports to the Government of Republika Srpska and present these and other activities it carried out in the name of Republika Srpska."

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Article 4


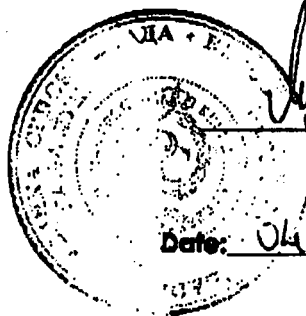
QGA is hereby obliged to submit a General Plan of Activity for the year 2010 to the Government of Republika Srpska, no later than January 15, 2010. The plan shall be an integral part of this Memorandum.

**For Quinn Gillespie & Associates LLC
REPUBLIKA SRPSKA**



Date: January 4, 2010

For THE GOVERNMENT OF



Date: 04.01.2010.

АНЕКС II
на Меморандум о споразуму између Quinn Gillespie & Associates LLC (QGA) и
Владе Републике Српске, број 04/1-2058/07, од 24.12.2007. године

Члан 1.

Стране су се усагласиле да се рок, на који је закључен Меморандум о споразуму између QGA и Владе Републике Српске (у даљем тексту: Меморандум), продужи за наредних 12 мјесеци, односно да траје до 31.12.2010. године.

Члан 2.

У Меморандуму у члану 2. (Цијене услуга, трошкови и рокови плаћања), став 1. се мијења тако да:

- умјесто: 106.000 (сто шест хиљада US долара), треба да стоји: 90.000 (деведесет хиљада US долара)
- умјесто: 16.600 (шеснаест хиљада шестстотина US долара), треба да стоји: 16.000 (шеснаест хиљада US долара)
- умјесто: 122.600 (сто двадесет двије хиљаде шест стотина US долара), треба да стоји: 106.000 (стотину шест хиљада US долара)

Члан 3.

Стране су се усагласиле да се у Меморандум дода нови члан који чине саставни дио истог, који гласи:

„QGA се обавезује да обезбједи објављивање минимум три (3) медијска наслова у медијима САД, сваког мјесеца. То може да укључује саопштење за јавност, тематске чланке, ауторска писма и писма уредницима у медијима као што су: *The Washington Post*, *The Washington Times*, *The New York Times*, *The Wall Street Journal*, *USA Today*, *The L.A. Times*, *The Chicago Tribune*, *AOL Money News*, *The Examiner*, *Reuters*, *Yahoo! Politics*, *The Washington Business Journal* и медијима не мањег угледа од наведених.

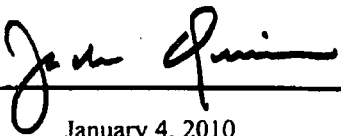
QGA се овим обавезује да Влади Републике Српске доставља мјесечне извјештаје о овим и другим активностима предузетим у име Републике Српске.“

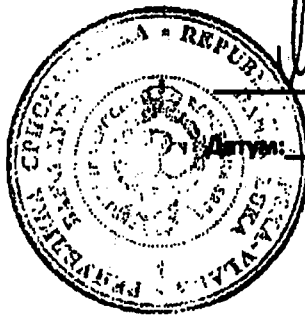
Члан 4.

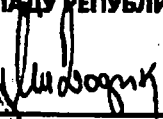
QGA се обавезује да ће, најкасније до 15. јануара 2010. године, Влади Републике Српске доставити Оквирни план активности за 2010. годину, који ће чинити саставни дио Меморандума.

За Quinn Gillespie & Associates LLC

За ВЛАДУ РЕПУБЛИКЕ СРПСКЕ


Датум: January 4, 2010




Датум: 04.01.2010.

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